



**County of Los Angeles
CHIEF EXECUTIVE OFFICE**

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LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
<http://ceo.lacounty.gov>

WILLIAM T FUJIOKA
Chief Executive Officer

June 10, 2008

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**DEPARTMENT OF PUBLIC HEALTH: APPROVAL OF AMENDMENT NUMBER 1 TO
EXTEND THE TERM OF FIVE CERTIFIED NEEDLE EXCHANGE PROGRAM
SERVICES AGREEMENTS WITH FIVE CONTRACT PROVIDERS
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

This Board action seeks approval to execute amendments to five certified needle exchange program provider agreements.

IT IS RECOMMENDED THAT YOUR BOARD:

Delegate authority to the Director of the Department of Public Health (DPH), or his designee, to execute Amendment Number 1 (substantially similar to Exhibit I) with five certified needle exchange program (NEP) providers to extend the term of the agreements effective June 24, 2008, or the date of execution by the parties, but not prior to your Board's approval, through October 31, 2008, with provisions for month-to-month automatic renewals through June 30, 2009, and to increase contractor maximum obligations by no more than a cumulative total of \$3,100, based on performance.

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

These Agreement extensions will allow NEP providers to continue to provide needle exchange services and allow DPH to complete a Request For Proposals (RFP) to enter into new agreements for the provision of needle exchange services.

The risk of contracting Human Immunodeficiency Virus (HIV) and other blood-borne pathogens, such as Hepatitis B and C, presents a serious threat to intravenous drug users (IDUs) residing in Los Angeles County. Research shows that NEPs are effective at preventing the spread of such blood-borne pathogens among IDUs and their sexual and needle sharing partners. NEPs provide IDUs and others with controlled access to clean needles, which helps to prevent further transmission of blood-borne pathogens. In addition, NEPs serve as an important venue for providing IDUs with information and referrals to other available medical and social services, including access to drug treatment services.

Implementation of Strategic Goals

This action supports Goal 7, Health and Mental Health of the County Strategic Plan by providing IDUs with clean needle alternatives in the hopes of preventing the spread of blood-borne pathogens among IDUs and their partners.

FISCAL IMPACT/FINANCING

The total cost for the five agreements during the term of this extension is \$500,000 and is 100 percent funded with Tobacco Master Settlement funds.

The budgeted amounts for each of the five providers are as follows: \$53,125 for Asian American Drug Abuse Program, Inc. (AADAP); \$153,254 for Bienestar Human Services, Inc. (Bienestar); \$61,200 for Common Ground – The Westside HIV Community Center (Common Ground); \$66,667 for Public Health Foundation Enterprises, Inc. (PHFE) representing Clean Needles Now (CNN); and \$162,654 for Tarzana Treatment Centers, Inc. (TTC), with \$3,100 in remaining monies to be allocated based on performance.

Funding for this proposed action is included in DPH's Fiscal Year (FY) 2007-08 Final Adopted Budget and FY 2008-09 Proposed Budget.

Honorable Board of Supervisors
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FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Six contractors were awarded certified needle exchange program services agreements on March 13, 2007. The names and the terms of the contractors are as follows: AADAP effective June 23, 2007 through June 24, 2008, Bienestar effective April 28, 2008 through April 29, 2009, Common Ground effective June 23, 2007 through June 24, 2008, PHFE effective April 28, 2008 through April 29, 2009, CNN effective March 20, 2008 through August 31, 2008, and TTC effective September 12, 2007 through September 11, 2008. The terms of the agreements vary due to the date the agreements were executed.

Attachment A provides additional information. Exhibit I was approved as to form by County Counsel.

CONTRACTING PROCESS

On March 13, 2007, your Board authorized DPH to execute these certified needle exchange program services agreements.

DPH plans to continue and expand County NEP certification to include other providers capable of providing needle exchange services to other communities within Los Angeles County, subject to the availability of funds and the results of the forthcoming RFP.

Existing County policy and procedures require the timely submission of contracts for Board approval. However, this request for approval of the amendments was not scheduled for placement on the Board's agenda three weeks prior to its effective date as required due to the large number of agreements scheduled to expire at the end of the FY.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Continuation of these certified NEP services will provide IDUs with clean needle alternatives and will continue to help prevent the transmission of HIV and other blood-borne pathogens.

Honorable Board of Supervisors
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CONCLUSION

When approved, DPH requires four signed copies of your Board's action.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'William T. Fujioka', with a stylized flourish at the end.

WILLIAM T FUJIOKA
Chief Executive Officer

WTF:SRH:SAS
MLM:RFM:yb

Attachments (2)

c: County Counsel
Director and Health Officer, Department of Public Health

061008_DPH_Needle Exchange Prgm

SUMMARY OF AMENDMENT

1. TYPE OF SERVICE:

Needle Exchange Program (NEP) Services provides clean needles to intravenous/injection drug users (IDUs) to help prevent the transmission Human Immunodeficiency Virus (HIV) and other blood-borne pathogens.

2. AGENCY ADDRESS AND CONTACT PERSON:

- A. Asian American Drug Abuse Program, Inc. (AADAP)
5318 South Crenshaw Boulevard
Los Angeles, California 90043
Attention: Mr. Mike Watanabe, MSW,
President and Chief
Executive Officer
Telephone Number: (323) 293-6284
Facsimile (FAX) Number: (323) 295-4075
Electronic Mail (E-Mail) Address: miwat@aadapinc.org
Type of site and location: One street based site located in the city of Compton (SPA 6)
- B. Bienestar Human Services, Inc. (Bienestar)
5326 East Beverly Boulevard
Los Angeles, California 90022
Attention: Mr. Oscar De La O,
Chief Executive Officer and President
Telephone Number: (323) 727-7896, ext. 123
FAX Number: (323) 727-7985
E-Mail Address: odelao@bienestar.org
Type of site and location: One site located in SPA 3.
- C. Common Ground - The Westside HIV Community Center (Common Ground)
2012 Lincoln Boulevard
Santa Monica, California 90405
Attention: Mr. Daniel Getzoff,
Deputy Director
Telephone Number: (310) 314-5480
FAX Number: (310) 314-5487
E-Mail Address: dgetzoff@commongroundwestside.org
Type of site and location: One clinic based site located in the city of Inglewood (SPA 8)
- D. Public Health Foundation Enterprises, Inc. (PHFE) (representing
Clean Needles Now [CNN])
13200 Crossroads Parkway North, Suite 135
City of Industry, California 91746
Attention: Mr. Ed Bunning,
Contract Manager
Telephone Number: (562) 699-7320, ext. 259

FAX Number: (562) 692-6950

E-Mail Address: edbunning@phfe.org

Type of site and location: One street based site located in the city of Watts (SPA 6)

E. Tarzana Treatment Centers, Inc. (TCC)

18646 Oxnard Street

Tarzana, California 91356

Attention: Mr. Albert M. Senella,

Chief Operating Officer

Telephone Number: (818) 654-3815

FAX Number: (818) 996-3051

E-Mail Address: asenella@tarzanatc.org

Type of site and location: One street based site in the San Fernando Valley (SPA 2), and up to two others to be determined.

EXHIBIT I

Contract No. _____

CERTIFIED NEEDLE EXCHANGE PROGRAM SERVICES AGREEMENT

AMENDMENT NO. 1

THIS AMENDMENT is made and entered into this _____ day
of _____, 2008,

by and between

COUNTY OF LOS ANGELES (here-
after "County"),

and

(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled "CERTIFIED
NEEDLE EXCHANGE PROGRAM SERVICES AGREEMENT)" dated _____ and
further identified as County Agreement No. _____ (hereafter "Agreement");
and

WHEREAS, it is the intent of the parties hereto to amend Agreement to extend
the term and revise the maximum obligation of the agreement, and other hereinafter
designated changes; and

WHEREAS, said agreement provides that changes may be made in the form of a
written amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties hereto agree as follows:

1. This amendment shall become effective on the date executed by the parties hereinabove.

2. Paragraph 1, TERM, of this Agreement, shall be revised to read as follows:

“1. TERM: This Agreement shall commence on the date executed by the parties hereinabove, and shall continue, unless sooner terminated or canceled, in full force and effect to midnight October 31, 2008. Said Agreement may be further extended by Director beyond October 31, 2008 on a month-to-month basis effective November 1, 2008 through June 30, 2009. Director will inform Contractor ten (10) working days before the expiration of this Agreement if County will not to extend this Agreement beyond October 31, 2008.

In any event, this Agreement may be canceled or terminated at any time by either party, with or without cause, upon the giving of at least fifteen (15) calendar days' prior written notice to the other.

Notwithstanding any other provision of this Agreement, the failure of Contractor or its officers, employees, agents, or subcontractors, to comply with the terms of this Agreement or any written directives by or on behalf of County issued pursuant hereto shall constitute a material breach hereto and this Agreement may be terminated by County immediately. County's failure to exercise this right of termination shall not constitute a waiver of such right, which may be exercised at any subsequent time. County may terminate this Agreement immediately if Contractor's license to operate its facility hereunder is revoked or suspended.”

3, Paragraph 2, DESCRIPTION OF SERVICES, of this Agreement, shall be revised to read as follows:

"2. DESCRIPTION OF SERVICES:

A. Contractor shall provide the services described in body of this Agreement, Exhibit A-1 attached hereto and incorporated herein by reference.

B. Contractor acknowledges that the quality of service(s) provided under this Agreement shall be at least equivalent to that which Contractor provides to all other clients it serves."

4. Effective as the effective date of this Amendment, Exhibit A shall be replaced by Exhibit A-1, as attached hereto and incorporated herein by reference.

5. Effective as the effective date of this Amendment, Schedule A shall be replaced by Schedule A-1, as attached hereto and incorporated herein by reference.

6. Except for the changes set forth hereinabove, Agreement shall not be changed in any other respect by this Amendment.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its Director of Public Health, and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Jonathan E. Fielding, M.D., M.P.H.
Director and Health Officer

Contractor

By _____
Signature

Print Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
RAYMOND G. FORTNER, JR.
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By _____
Gary T. Izumi, Chief
Contracts and Grants Division

EXHIBIT A-1
(DESCRIPTION OF SERVICES)

CERTIFIED NEEDLE EXCHANGE PROGRAM SERVICES AGREEMENT

1. CONTRACTOR'S ADMINISTRATOR AND PERSONNEL:

A. Contractor shall designate an administrator to lead and coordinate Contractor's provision of certified needle exchange program services hereunder. Contractor's administrator shall be available at all reasonable times (Monday through Saturday, 8:00 a.m. to 5:00 p.m.) to explain the services Contractor will provide, or has provided, to County hereunder; such explanation shall include, but not be limited to, making oral presentations on Director's behalf and/or the provision of written reports, to County administrative staff and/or to the community (e.g., local government) in which services are being provided.

Contractor shall notify Director in writing, of the name and telephone, pager, and facsimile/FAX numbers of Contractor's designated administrator within ten (10) calendar days prior to the effective date of this Agreement.

B. Contractor shall ensure that the personnel performing at any site location are properly qualified, trained, and (if needed), bonded, to provide the certified needle exchange program services required by County, in accordance with requirements described in the Statement of Work provision hereinbelow, When requested by Director, Contractor's administrator and Director shall meet to determine staffing levels, service dates (e.g., setting up a timetable which

coordinates the provision of certified needle exchange services by Contractor within the community that Contractor is certified to provide services) and staffing hours, to properly provide services as requested by County.

In any event, Contractor's administrator shall contact Director, at least three (3) calendar days before starting any provision of services hereunder.

Contractor's administrator shall confirm the date and time Contractor will begin the provision of services, the community to be served, the location of the service site within the community, and the name, or names, of Contractor's personnel assigned to provide such services.

C. Contractor's administrator shall institute and maintain appropriate supervision of all persons providing services pursuant to this Agreement.

Further, unless directed pursuant to this Agreement by Director to do otherwise, Contractor shall work independently on designated assignments in accordance with the Statement of Work duties contained hereunder.

D. Contractor assumes the sole responsibility for the timely completion of all services requested or activities to be performed hereunder.

2. COUNTY PERSONNEL: County does not anticipate assigning County personnel or employees to assist Contractor on a full time or even a part-time basis regarding services to be provided by Contractor pursuant to this Agreement. However, County personnel will be made available to Contractor at the discretion of Director to provide necessary input and assistance in order to answer Contractor's questions required when Contractor is providing services hereunder.

3. AUTHORITY TO USE COUNTY SPACE AND OTHER PROPERTY: If

Contractor requires space (e.g., office space) to perform services hereunder, and only for the performance of such services, Contractor is authorized to use and occupy, free of charge and on a nonexclusive basis, available space in the County facility in which needle exchange services are being performed, but only if first approved in writing by Director. If, at any time during the term of this Agreement, any space provided to Contractor by Director is required for other County purposes, at Director's sole discretion, then such space shall be immediately vacated by Contractor and may thereafter be used by County for any purpose.

4. STATEMENT OF WORK: The following indicates the areas to be served, the individual tasks, and general work duties or services, to be performed by Contractor:

A. Contractor shall obtain certification as a County certified NEP, a minimum of ten (10) calendar days prior to providing certified NEP services to any IDU, or individual, (i.e., client) within Los Angeles County.

B. Contractor shall provide certified NEP services only to clients residing in Los Angeles County, who are eighteen (18) years of age or older, and only to those person who are officially enrolled in the NEP. Such NEP services shall include verification of a person's eligibility (as described above) to receive NEP services, completion of enrollment or encounter forms for new clients, and/or referring persons/clients to other NEP client related services. Contractor shall ensure all referrals are made in accordance with Contractor's written protocol for appropriately referring clients (especially clients younger than eighteen [18] years

of age who are not emancipated minors), for wraparound services as approved by County at time of Contractor's certification. Referrals shall either be made to other agencies or programs in which Contractor has developed linkages to, and that can provide client with: 1) drug treatment, including detoxification and residential services, 2) medical care, 3) Human Immunodeficiency Virus ("HIV") counseling and testing, 4) Sexually Transmitted Disease ("STD") testing and treatment, and 5) housing services. Contractor, or through arrangements made by Contractor with a County Assessment Services Center ("CASC") worker, shall at a minimum provide a client being referred to a provider/service agency with information which includes, but shall not be limited to, the agency's name, location (i.e., street address, city, state, zip code, telephone number, and contact person's name), type of service provided, hours of operation, as well as, providing for escort services (i.e., escorting client to the agency for service) and/or providing "fast tracking" services (i.e., making arrangements for client receiving services quicker than the usual wait for services). Contractor agrees to especially not to provide syringes (or any drug paraphernalia) to persons known to be under eighteen (18) years of age who are not emancipated minors, or persons not enrolled in the NEP.

Contractor shall ensure that all NEP services provided herein, are in accordance with the procedures and requirements as described in the *County of Los Angeles Policies and Procedures for Certified Needle Exchange Program*

(September 2006 version) manual; as provided to Contractor at the time of Contractor's certification, and incorporated herein by reference.

C. Contractor agrees to provide certified NEP services from a location, using a selected site modality (e.g., clinic based, partner program based, street based, and/or store front based), as approved by Director at the time of Contractor's certification as a County certified NEP (service provider). Contractor shall notify Director, in writing, of any changes made in Contractor's location and/or selected site modality, at least ten (10) calendar days prior to the effective day thereof. Contractor further agrees to be re-certified as a County NEP, if such change in Contractor's location and/or site modality is determined by Director to require such re-certification.

D. Contractor shall ensure that all of Contractor's staff, volunteers, and related persons providing direct services to clients (all hereafter referred to "Contractor's staff" or "Contractor's employees"), at Contractor's County certified NEP, shall be culturally, linguistically, and technically competent to provide NEP services described herein. In addition, Contractor shall also ensure that all of Contractor's staff providing direct services to clients, have either been vaccinated for Hepatitis "B", or provide proof of immunity against it. If any of Contractor's staff providing direct services to clients, chooses not to be vaccinated, or cannot provide proof of immunity, such staff must sign a form indicating they have chosen not to be vaccinated.

E. Contractor shall ensure that all of Contractor's staff providing direct services to clients are properly trained to provide such NEP services, at a level that meets or exceeds the NEP training standards set forth by County, before such staff provides any services to any client. Contractor shall especially ensure that Contractor's staff are trained in: 1) proper client data collection (e.g., during a client's enrollment to the NEP) and the proper protection of such data in maintaining a client's anonymity, 2) State of California and local syringe exchange regulations, 3) harm reduction, 4) safe injection practices (e.g., cleansing skin with alcohol swabs prior to injecting, not sharing syringes, etc.), 5) safe handling and disposal of syringes, 6) procedures to ensure proper referrals, 7) needlestick protocol, and 8) handling of emergency situations (e.g., drug overdose of client, etc.).

Further, Contractor shall also ensure that Contractor's staff enroll in County approved training courses, including but not limited to, HIV counseling and testing, as provided by DPH's Office of AIDS Programs and Policy ("OAPP"), Sexually Transmitted Disease training as provided through the California Department of Health Services' Sexually Transmitted Disease/Human Immunodeficiency Virus ("STD/HIV") Prevention Center, and harm reduction courses as provided through the Harm Reduction Training Institute, and any other training class required by Director.

F. Contractor shall have one or more of Contractor's staff who are qualified and capable of providing "in-house" NEP services training. Contractor's

staff at a minimum shall be trained by Contractor's in-house trainers in the following areas: 1) State and local syringe exchange regulations; 2) Overview of the harm reduction philosophy and the harm reduction model employed by the Contractor; 3) Safer injection practices (e.g., cleaning skin with alcohol swabs prior to injecting, not sharing syringes, etc.); 4) Procedures for safe handling and disposal of syringes; 5) Procedures for making referrals for clients to other services, including drug treatment, health care, etc.; and 6) Contractor's protocol for handling needlesticks, emergency situations, and for collecting and maintaining confidential records and data, including protecting a client's confidentiality.

G. Contractor shall, at all times, have the proper number of new syringes, sharps containers, and related supplies (e.g., alcohol wipes, bandages, cotton balls/gauze pads, and sterile water) needed to properly provide NEP services for a period of no less than thirty (30) calendar days. Such new syringes, sharps containers, and related supplies, shall always be transported and stored in clean and dry place/storage containers to prevent contamination of any kind. Further, Contractor shall especially ensure that new syringes and sharp containers with collected used syringes are handled in a secure manner, while on site, in transportation, or in storage, with access to locked containers while on site or in transportation and locked storage areas both limited to only those designated Contractor staff (i.e., one [1] primary and one [1] alternate) authorized to directly issue and handle syringes and supplies. In addition, Contractor shall ensure that

all collected used syringes are: 1) tracked (i.e., adherence to a one-for-one syringe exchange) with tracking records maintained for review by Director, 2) placed in a sealed sharps container with the container handled in secure manner at all times (e.g., on site, when transporting, and when storing), including keeping the container in a locked and secure place, and 3) handled and disposed of as medical waste, in accordance with the laws of the State of California.

H. Contractor shall have a designated protocol for handling needlestick injuries and shall ensure that its entire staff is trained in such protocol. Contractor shall have a designated staff member on site at all times who will be responsible for immediately handling needlestick injuries, which shall include but not be limited to, completing a needlestick Injury Report Form (which shall be completed within twenty-four [24] hours of any incident) for any of Contractor's staff that sustains a needlestick injury. Further Contractor shall have access to a health care facility (e.g., through a Memorandum of Understanding ["MOU"], contract, insurance, etc.) that will provide immediate Hepatitis B and "C" screening and HIV counseling and testing, as well as, post-exposure prophylaxis ("PEP") medication to reduce the risk of developing HIV infection, which all of Contractor's staff can be referred to for services when a needlestick injury occurs.

I. Contractor shall have an ongoing monitoring and evaluation plan which monitors the NEP services being provided by Contractor and evaluates

their effectiveness (e.g., a quality assurance and improvement program) for improving NEP services provided to clients.

J. Contractor shall maintain appropriate records as needed for Contractor to produce quarterly and annual reports, in a report format as approved by the Director. Contractor shall allow County to perform site visits of Contractor's NEP service operations at any time, but no less than bi-annually, to ensure Contractor's compliance with County NEP guidelines. In addition, County upon receiving a complaint about the NEP services provided by Contractor from any third party, shall be allowed to make site visits and/or investigate in any manner, suspected infractions committed by Contractor, upon a minimum of ten (10) calendar days written notice to Contractor. Contractor shall correct any deficiency found during any bi-annual site visit or investigative site visit in which allegations are found to be true, within thirty (30) calendar days of being given written notice by County that a corrective action is needed. Contractor understands that if Contractor takes no action to correct any problems found by County, for which Contractor has been provided a thirty (30) day corrective period, County may suspend Contractor for a period of ninety (90) calendar days, or may elect to terminate this Agreement.

5. REIMBURSEMENT: County agrees to compensate Contractor for actual reimbursable costs incurred while providing services designated in the attached budget, as such costs are reflected in Contractor's billing statements. The definition of "services" for purposes of this Paragraph shall include time spent performing any

service activities designated in this Exhibit and shall also include reasonable time spent following the execution of this agreement on the preparation for such service activities. The fee paid to Contractor by County for certified needle exchange program services which are fully completed and performed at its proposed sites to be located in County's Service Planning Area ("SPA") __ as specified hereinabove, shall be no greater than _____, effective on the date executed by the parties hereinabove, through October 31, 2008, with provision for a further extension at Director's sole discretion on a month-to-month basis until June 30, 2009 at a cost no greater than _____ per month. The parties agree such reimbursable costs shall be paid to Contractor on a monthly basis and upon County's receiving of a complete and correct billing notice (i.e., invoice) from Contractor as described under Paragraph 4, Billing and Payment, above. All billing notices shall be sent to DPH; Financial Management; 5555 Ferguson Drive, Suite 100-60; Los Angeles, California 90022; and shall clearly reflect and provide reasonable detail of the services for which a claim is being made, including but not limited to, the service provided, name(s) of the person(s) who provided the services, date(s) and hours worked, and supplies (e.g., clean needles, alcohol wipes, etc.) used, or distributed.

Contractor agrees that the monthly billing rate not to be exceeded by Contractor, as described hereinabove, is an all-inclusive rate, and no other costs, charges, taxes, fees, and/or fines shall be billed, or passed on, to County in any manner.

All payments by County to Contractor shall be subject to Director's express approval, in writing, of the work and services associated with such payment. Unless

Contractor work which has been billed hereunder has been performed timely and efficiently, as determined in Director's sole discretion, and is otherwise satisfactory, also as determined by Director in his or her sole discretion, no payment will be made by County for that work.

Revised-05/02/08